



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

September 21, 2006

To All Interested Parties:

SUBJECT: Informal Solicitation for Qualified Consultant with Experience working with Non-Profit Organization(s) and Board of Directors

RE: Qualified Consultant(s) to work with Higher Horizon Child Care Center Board of Directors and Agency Staff

The Fairfax County Department of Family Services, Office for Children (OFC) Head Start Program (HS) is soliciting proposals to enter into a contract with a qualified consultant with experience in group consensus building, technical assistance, and developing and providing training for non-profit organization(s) and Board of Directors.

The attached Scope of Work defines the task to be performed by the individual(s)/firm(s) and the proposal time frames. Please review and respond to the solicitation as outlined in the Scope of Work.

Interested parties **must submit four (4) copies of their responses no later than 4:30 p.m., October 6, 2006**, to Dianna Partee, Contract Analyst, Department of Administration for Human Services, 12011 Government Center Parkway, Suite 738, Fairfax, Virginia 22035.

Offerors are requested to check the Department of Administration for Human Services website often for any updates or addendum to this informal solicitation. The website is:
<http://www.fairfaxcounty.gov/service/admin/CMInternetSite/Socilitations.htm>

Questions should be sent to directed to Dianna Partee at 703-324-5367, or by email at Dianna.Partee@fairfaxcounty.gov

Sincerely,

Brenda Gardiner, Business Manager for Contracts

Attachment

Department of Administration for Human Services
Contracts Management

12011 Government Center Parkway, Suite 738
Fairfax, VA 22035

Phone: 703-324-5551 Fax: 703-324-7339 TTY: 703-324-5628
<http://www.fairfaxcounty.gov/admin/cm/default.htm>

Promoting Excellence in Human Services

1. SCOPE OF CONTRACT

The purpose of this solicitation is to enter into a contract with a qualified consultant with experience in developing and providing training for non-profit organization(s) and Board of Directors, group consensus building, and/or technical assistance.

2. BACKGROUND

2.1. Fairfax County uses federal and local funding to operate Head Start programs in the county. Higher Horizons, a delegate agency of the Fairfax County Office for Children, is a community based non-profit organization providing contracted Head Start services in the Falls Church/Bailey's Crossroads community. In June 2005, the Federal government performed a review of Higher Horizons' operations and found it to be out-of-compliance in the area of Program Governance.

2.2. As a result of the federal findings, Fairfax County established a County Oversight Review Committee comprising staff members from multiple county agencies to review the policies, procedures, and governance structure of Higher Horizons. The committee determined that an outside consultant, in coordination with the County, would assist in training the Board of Directors in its roles, responsibilities and expectations to result in a highly functional Board.

2.3 Areas identified by the committee as needing consultation include but are not limited to the Board of Directors, budget development and process for Board approval, personnel policy updates, compensation, employee benefits, use of county services, security and facilities, and written policy and procedures. A complete copy of the committee's findings and recommendations will be provided to the successful offeror.

3. TASKS TO BE PERFORMED

The Contractor will provide a properly trained individual(s) to:

3.1. Meet with a steering committee (comprised of Fairfax County staff, the Chairman of the Board of Directors and the Executive Director of Higher Horizons) to discuss the findings of the committee and outline plans for implementation of committee findings and recommendations.

3.2. Provide facilitation and training to the Board of Directors in the areas of proper governance procedure as identified by the committee and the successful offeror via a minimum of two (2) retreats.

3.3. Attendance at scheduled Board of Directors meeting is required on a minimum of two (2) occasions to review actions of the Board, observe how members are incorporating previously provided training, provide feedback to the Board on further improvements/modifications, and make recommendations of best practices in all administrative areas,

- 3.4. Provide facilitation and training to the agency staff in areas of budget development and approval, personnel policy updates, compensation and employee benefits review and updating general policies and procedures.
- 3.5. Provide additional guidance and expertise in group consensus building and/or other related topics as needed.
- 3.6. Provide additional consultation to the agency Board of Directors, agency staff, and steering committee as needed.
- 3.7. Provide a written report to the steering committee on training provided to the Board and agency staff, as well as recommendations for the County to continue to monitor the Board of Directors and agency improvements in identified areas.

4. TERMS OF THE CONTRACT

- 4.1. The term of this contract shall be from date of notice of award through September 30, 2008. A preliminary meeting with the steering committee is expected to be completed by October 2006. The two (2) Board retreats should also be scheduled by this date with the first one in November 2006 and the second in December 2006.
- 4.2. Any contract awarded pursuant to this Request for Proposal is conditioned upon an annual appropriation made by the Fairfax County Board of Supervisors of funds sufficient to pay compensation due the Contractor under the contract. If such an appropriation is not made in any fiscal year, and the County lacks funds from other sources to pay the compensation due under the contract, the County is entitled, at the beginning of or during such fiscal year, to terminate the contract. In that event, the County will not be obligated to make any payments under the contract beyond the amount properly appropriated for contract payments in the immediate prior fiscal year. The County will provide the Contractor with written notice of contract termination due to the non-appropriation of funds at least thirty (30) calendar days before the effective date of the termination. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which funds for contract payments have not been appropriated.

5. SUBMISSION of PROPOSAL

- 5.1. Offerors are asked to provide the following information in their proposal:
 - a. A cover sheet with the individual/organization's name, mailing address, e-mail address, phone, and FAX numbers.
 - b. Resume(s) or Curriculum Vitas of all persons that will be working under this contract.
 - c. The information requested in Appendix A.
 - d. The information requested in Appendix B, Rate Table.

- 5.2. One **(1) original** (duly marked) and **five (5)** copies of the proposal are due to the receptionist **by 4:00 p.m. EST on October 6, 2006** at the following address:

Department of Administration for Human Services
12011 Government Center Parkway, Suite 738
Fairfax, VA 22035
Telephone: 703-324-5367
FAX: 703-324-7339
Email: Dianna.Partee@fairfaxcounty.gov

- 5.3. By replying to this solicitation, the offeror acknowledges that they have read this document, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail, facsimile, Email or delivered in person. **Any proposal received after the 4:00 p.m. EST deadline on October 6, 2006 will not be accepted.**

6. BASIS OF AWARD

- 6.1. A Selection Advisory Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below.
- a. Ability to meet requirements in Section 3 – Tasks to be Performed
 - b. Previous experience providing similar services.
 - c. The quality of offeror's response to Appendix A – Provision of Services.
 - d. The reasonableness of costs in offeror's response to Appendix B – Rate Table
- 6.2. The Selection Advisory Committee shall then negotiate a contract with the highest rated offeror. At this time, the offeror and the Selection Advisory Committee may negotiate any changes desired in the offer if deemed in the best interest of Fairfax County.
- 6.3. The County may contact offerors to clarify information included in their proposals. Offerors not selected will be so informed and advised to the reasons of the non-selection upon request.

7. INVOICES

- 7.1. Invoices for payment must be received by the 10th of each month following the month that the contractor provided services.

Invoices shall be submitted to:

Human Services Administration
Procurement-DFS/OFC
PO Box 1327
Fairfax, VA 22038

- 7.2. The Contractor may be asked to use the County's Web-based Reporting and Invoicing System (WebR) in the future.
- 7.3. The Vendor ACH Payment Program of Fairfax County allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. Payment information (confirmation of payments) is provided via email and all transactions are conducted in a secure environment. The program is totally free as part of the Department of Finance's efforts to improve customer service. For more information or to obtain a Vendor Agreement (ACH credits), please contact the Department of Finance at 703-324-3122 or via email to ACHpayments@fairfaxcounty.gov. A copy may also be picked up at the Department of Purchasing and Supply Management.

8. INDEMNIFICATION/INSURANCE

INSURANCE:

- 8.1. The Contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 8.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.

b. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

c. Rating Requirements:

1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

d. Indemnification:

Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.

e. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.

f. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.

8.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

8.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

8.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

8.6. If an "ACORD" Insurance Certificate form is used by the Contractor's Insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

8.7. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

9. ADDITIONAL WORK

9.1. Additional tasks can be ordered under this contract if mutually agreed upon by both parties. Such tasks would be based upon a statement of work and approved costs.

10. GENERAL TERMS AND CONDITIONS

10.1. The offeror awarded a contract will be expected to abide by all applicable provisions of the Fairfax County General terms and Conditions and Instructions to Bidders. This document is available for review at:
<http://www.fairfaxcounty.gov/dpsm/pdf/generalconditions.pdf>

APPENDIX A

Offerors are asked to provide information on the following questions.

1. What experience does your organization and designated staffs have working with non-profit boards of directors on the issues described in this RFP?
2. Do you have experience in group consensus building and similar related topics? If yes, please discuss your specific experience with each.
3. Do you foresee difficulty in meeting the timeline for provision of services as outlined in this RFP?
4. Provide two references that are familiar with your work regarding similar work with non-profit board of directors and two references familiar with your work regarding similar work with agency staff.

APPENDIX B

RATE TABLE

| Service | #days/session | Rate/Fee | Rate/Hour |
|--|---------------|----------|-----------|
| Meeting with steering committee to outline plans for training | | | |
| Retreat with Board of Directors | | | |
| Observe Board Meetings | | | |
| Meeting with steering committee to review training results | | | |
| Update policy and procedures to include best practices and bring to Board for approval | | | |
| Report on training provided and plan for ongoing monitoring | | | |
| Additional Consultation | By the hour | | |

Rates are inclusive of travel, accommodation and incidental expenses incurred by the organization to provide each service.